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Doc#: 0501922152
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 01/19/2005 09:19 AM Pg: 1 of 8

WHEN RECORDED MAIL TO:

JPMorgan Chase Bank, N.A.
Retail Loan Servicing
KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



3175447+3
DOHERTY, JAMES
MODIFICATION AGREEMENT

00414511370483

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

KATHLEEN L WILLIAMS, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511370483

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated December 30, 2004, is made and executed between JAMES R DOHERTY and KELLY S DOHERTY, whose addresses are 1227 W NEWPORT AVE 1, CHICAGO, IL 60657 and 1227 W NEWPORT AVE 1, CHICAGO, IL 60657 (referred to below as "Borrower"), JAMES R DOHERTY, whose address is 1227 W NEWPORT AVE 1, CHICAGO, IL 60657 and KELLY S DOHERTY, whose address is 1227 W NEWPORT AVE 1, CHICAGO, IL 60657; HUSBAND AND WIFE IN JOINT TENANCY (referred to below as "Grantor"), and JPMORGAN CHASE BANK NA FKA BANK ONE (referred to below as "Lender").

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated January 13, 2003, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated January 13, 2003 and recorded on February 5, 2003 in DOC 0030173049 in the office of the County Clerk of COOK, Illinois (the "Mortgage").

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK County, State of Illinois:

TAX ID: 14-20-315-011-0000

THE WEST ONE FOOT OF LOT 10 ALL OF LOT 11 AND THE EAST THREE FEET OF LOT 12 IN BLOCK B IN OLIVER'S SUBDIVISION OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST

SY
PB
SV
JMM
GMA

UNOFFICIAL COPY**MODIFICATION AGREEMENT**

Loan No: 414511370483

(Continued)

OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1227 W NEWPORT AVE, CHICAGO, IL 60657. The Real Property tax identification number is 14-20-315-011-0000.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to **\$250,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$250,000.00** at any one time.

As of **December 30, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.76%**.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION FEE. Borrower agrees to pay Lender a Modification Fee of \$75. This fee will be billed to the Borrower's account, will be reflected on Borrower's next periodic statement after the date of this Modification Agreement and will be due as part of the next monthly payment. If Borrower has signed up for ACH automatic payment deduction, this fee will be included in the next scheduled ACH transaction after the date of this Modification Agreement.

IDENTITY OF LENDER. The original Equity Line Agreement was entered into by and between Borrower and one of the following lenders: Bank One, N.A. or JPMorgan Chase Bank, N.A. On November 13, 2004, Bank One, N.A. merged into JPMorgan Chase Bank, N.A., and all equity line agreements held by Bank One, N.A. were assigned to JPMorgan Chase Bank, N.A. As a result, this Modification Agreement is now being entered into between Borrower and JPMorgan Chase Bank, N.A., either (A) because JPMorgan Chase Bank, N.A. was the original lender, or (B) because JPMorgan Chase Bank, N.A. has acquired Borrower's Equity Line Agreement from Bank One, N.A.

BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED DECEMBER 30, 2004.

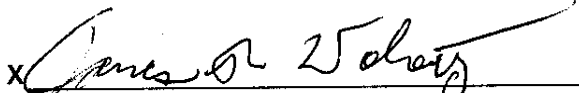
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MODIFICATION AGREEMENT

Loan No: 414511370483

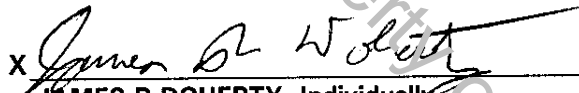
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BORROWER:

x 
JAMES R DOHERTY, Individually


x 
KELLY S DOHERTY, Individually

GRANTOR:

x 
JAMES R DOHERTY, Individually

x 
KELLY S DOHERTY, Individually

LENDER:

x 
Authorized Signer

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MODIFICATION AGREEMENT

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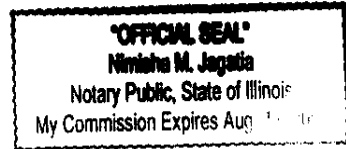
Loan No: 414511370483

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **JAMES R DOHERTY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of DECEMBER, 2004.

By Nimisha Jagatia

Residing at COOK

Notary Public in and for the State of ILLINOIS

My commission expires August 11, 2008

County Clerk's Office

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MODIFICATION AGREEMENT

Loan No: 414511370483

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INDIVIDUAL ACKNOWLEDGMENT

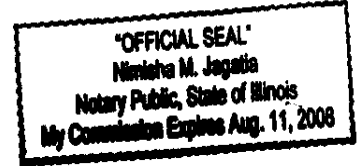
STATE OF ILLINOIS

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **KELLY S DOHERTY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of DECEMBER, 20 08.

By Nimisha Jagatia Residing at COOK

Notary Public in and for the State of ILLINOIS

My commission expires August 11, 2008

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MODIFICATION AGREEMENT

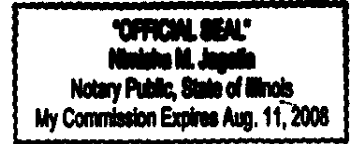
Loan No: 414511370483

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **KELLY S DOHERTY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of DECEMBER, 2008.

By Nimisha Jagolin

Residing at COOK

Notary Public in and for the State of ILLINOIS

My commission expires August 11, 2008

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MODIFICATION AGREEMENT

Loan No: 414511370483

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK)

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) SS
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On this day before me, the undersigned Notary Public, personally appeared **JAMES R DOHERTY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of DECEMBER, 20 08.

By Nimesha Jagalia Residing at COOK

Notary Public in and for the State of ILLINOIS

My commission expires August 11, 2008

County Clerk's Office

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MODIFICATION AGREEMENT

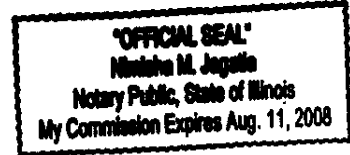
Loan No: 414511370483

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK)



On this 30th day of DECEMBER, 2004 before me, the undersigned Notary Public, personally appeared Barry Skolak *PKD* and known to me to be the Branch Center Manager, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

By Nimesha Jagasia Residing at COOK

Notary Public in and for the State of ILLINOIS

My commission expires August 11, 2008

Cook County Clerk's Office